

AGREEMENT BETWEEN THE

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME, LOCAL 2844)

AND THE

CITY OF COUNCIL BLUFFS

JULY 1, 2004 THROUGH JUNE 30, 2005

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PREAMBLE

WHEREAS, the City of Council Bluffs, by authorization of the laws of the State of Iowa, is a municipal corporation; and

WHEREAS, the Union and the City ascribe to and recognize that the mission and purpose of the City of Council Bluffs is to provide quality and economical municipal services to the citizens we serve.

THEREFORE

This contract is entered into by the City of Council Bluffs, hereinafter referred to as the City, and the American Federation of State, County, and Municipal Employees, Local 2844, hereinafter referred to as the Union.

It is the intent and purpose of this contract to promote harmonious relations, to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

Wherever the male gender is used in this agreement, it should be construed to include male and female employees.

ARTICLE 2 RECOGNITION

The City hereby recognizes AFSCME Council 61 and the affiliate Local 2844 of the American Federation of State, County and Municipal employees, AFSCME AFL-CIO as the certified exclusive and sole bargaining representative for public employees in the following described unit:

Included: All blue collar workers of the employer in the following departments: Public Works Department, Parks, Recreation and Public Property Department; including janitors, Fire Department equipment mechanics, Comprehensive Employment of Training Act employees, and Police Equipment Maintenance personnel.

Excluded: All professional, confidential, clerical, water works, Police Department (except Equipment Maintenance personnel), Fire Department (except Equipment Mechanic) employees, and supervising employees as defined by Section 4 of the Public Employment Relations Act.

ARTICLE 3

MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this agreement, nothing in this agreement shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Iowa and the City's ordinances. These rights, powers, and authority include, but are not limited to, the following:

1. Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the powers or authority which the City has not officially abridged, delegated, or modified by this agreement are retained by the City.
2. The Union recognizes the exclusive right of the City to establish reasonable work rules.
3. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest.
4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties be performed by the employee.
5. The City reserves the right to discipline or discharge for cause.
6. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful or unproductive.
7. City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
8. The Union recognizes that the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting is vested by the City.
9. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

MANAGEMENT RIGHTS (continued)

10. The City retains the right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this contract.
11. The location, establishment and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments, divisions, subdivisions, locations and the closing and discontinuance of same are rights vested in the City.
12. The City shall have the right to establish, implement, change, modify, adjust and discontinue any process, technique, method, and means of providing public service or distribution of same and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
13. The City shall have the right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in direct conflict with any provision of the agreement.
14. The City shall have the right to create, establish, change, modify, and discontinue any City function, operation and department.
15. The City reserves the right to establish, implement, modify and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health and public relations and procedures and policies for the safety, health and protection of City property and personnel.
16. The City reserves the right to determine, establish, set, and implement policies for the selection, training, and promotion of employees.
17. The right to determine, effectuate, and implement the objectives and goals of the City vests in the City.

ARTICLE 4

SUBSEQUENT CLASSIFICATION

Unless mutually agreed upon by the Union and the Employer, classifications or any changes in classifications established subsequent to the effective date of this agreement shall be subject to the determination of the Public Employment Relations Board as to questions regarding their inclusion into or exclusion from the bargaining unit as specified under Chapter 20, Code of Iowa.

ARTICLE 5

DUES CHECK OFF

Section 1. Union Dues

The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made, subject to the garnishment laws of the State of Iowa. The amounts to be deducted shall be certified to the City Finance Director by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 10th of the succeeding month, after such deductions are made. The authorization shall be revocable during the term of the Agreement upon a thirty (30) day written notice by the employee to the City Finance Director.

Section 2. Dues Deduction

Deduction shall be made periodically except that if no wages are paid an authorizing employee deduction for that period will be made from any wages which may be paid to him/her on the next succeeding period. It is expressly understood that the City assumes no liability and shall not be liable for the collection or payment to the Union or any dues during any time that an employee is not actually working for the City and actually on the payroll of the City. In the event of an error on the check-off list, the City will not be responsible to make adjustments, until notified by the Treasurer of the Union.

Section 3. Membership Maintenance

Membership is revocable with written notice to the Union President. The union president will present to the City Finance Department copies of all revocation letters during the last two weeks of March. The City agrees to promptly process all written requests to terminate authorization for payroll dues deductions. Such deductions will cease within sixty (60) calendar days from receipt of the employee's notice to terminate dues deductions. The Union will hold the City harmless for any problems which may result because of this process.

ARTICLE 6

WAGES

Section 1. General Provisions

Effective 7-1-04 employees shall be paid in accordance with the pay schedule in Appendix B which shall reflect a 4% increase at each grade and step.

Effective 7-1-01 the pay scale shall be modified by eliminating grades 12 and 13 and adding new grades 23 and 24 calculated using the percentage difference between grades 20 and 21.

Section 2. Promotion Pay Increases

When an employee is promoted or assigned to a temporary acting position in a higher grade, he/she shall remain in the same step that he/she held in the lower grade.

Section 3. Longevity Pay

Employees shall receive longevity pay at the rates and service requirements below:

After 5 years continuous service	9.23 bi-weekly
After 10 years continuous service	18.46 bi-weekly
After 14 years continuous service	25.39 bi-weekly
After 18 years continuous service	30.00 bi-weekly
After 22 years continuous service	34.62 bi-weekly
After 26 years continuous service	39.24 bi-weekly

Section 4. Pay Period

The wages of employees shall be paid every other Friday. In the event this day is a holiday the preceding day shall be the payday. The City and Union jointly agree that effective 7-1-90 the bi-weekly salary for employees covered by this agreement will be computed by dividing the annual salary by 26.1. It is understood that the Personnel Rules will be modified to allow this change.

Section 5. Step Increase

There shall be automatic progression on the steps within grades of the salary schedule.

Section 6. Shift Differential

Each employee who works a shift that starts on or after 3 p.m. and quits on or before 8 a.m. shall receive a twenty cent (\$.20) per hour shift differential pay adjustment. This pay adjustment does not apply to snow removal, nor will it be considered in overtime payment.

ARTICLE 7

PART TIME EMPLOYEES

Section 1. Definition

An employee hired to a position of more than four months but less than twelve months shall be classified as a part time employee.

Section 2. Wages

Part time employees will be paid as follows:

	<u>Total Requirement</u>	<u>Hourly Rate</u>
Rate 1	Entry	Current minimum wage+\$1.25
Rate 2	6 months	Minimum wage + \$1.75
Rate 3	12 months	Minimum wage + \$2.50
Rate 4	18 months	Minimum wage + \$2.75

For the purpose of determining the pay rate for a part time employee where the employee has prior City service, the total of all service as a part time employee shall be considered.

Section 3. Benefits

1. Overtime shall be paid at the rate of time and one-half the employee's hourly rate for all hours worked beyond 40 hours in a work week.
2. An employee who works on a City observed holiday shall be paid at the rate of time and one-half for all hours worked on the holiday.
3. No other benefits will be extended to part time employees except as provided in this article.

ARTICLE 8

HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch hour not to exceed one (1) hour.

Section 2. Work Week

The work week shall consist of five (5) consecutive eight (8) hour days, or four (4) days of ten (10) hours each, except as provided in Section 3. The choice of the work week shall be by seniority in classification.

Section 3. Exceptions

The work schedule for golf course and recreation complex employees shall be 31 weeks at 44 hours, and during the remaining 21 weeks, employees shall work 20 weeks at 32 hours per week and one week at 14 hours, per calendar year. Said 14 hour work week will be at the discretion of the employee with supervisor approval. The City will determine the implementation of the schedule by providing a five (5) calendar day notice.

Employees will be allowed to bid Saturdays and Sundays off by seniority. Said bid days off will be maintained throughout the scheduled period. Employees may with the approval of the supervisor trade bid days off. The above work schedule constitutes overtime hours to be paid in compensatory time.

Section 4. Schedule Changes

Except for emergencies, employee's work schedules shall not be changed without notice to the employee at least five (5) working days prior to the date the change is to be effective. The Department Head or his or her designee shall declare all emergencies.

Section 5. Work Schedules

Work schedules showing the employee's shifts, work days, and hours shall be posted on all departmental bulletin boards at all times.

Section 6. Continuous Operations

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days.

Section 7. Meal Periods

- A. Employees shall be granted a meal period of not less than thirty (30) minutes. The meal period shall not exceed one (1) hour, and shall be scheduled in the middle of the shift. The meal period for employees engaged in continuous operations shall be part of the work shift.
- B. Whenever possible, the employee shall be granted an additional meal period when the employee is required to (and does) work two (2) hours beyond the end of the regular work shift. The employee will be granted additional meal periods every four (4) hours thereafter while the employee continues to work.
- C. The requirements for a meal period notwithstanding, a division (i.e. Equipment Maintenance; Street & Alley; Sewer; Treatment Plant; Forestry; Park Maintenance; Building Maintenance; and Golf Course Maintenance) may work without a meal period under the following conditions.
 - 1. A majority of the division has chosen to work such a schedule the Superintendent has granted prior approval.
 - 2. In the case of an emergency requiring immediate attention.
 - 3. An employee will be allowed to have a fifteen (15) minute mid-shift lunch period, when possible, at their job site. No employee is to leave the work site in order to purchase a meal. Meals, snacks and refreshments should be brought along with the employee at the beginning of the day.
- D. Exception to the provisions of Section 7.C.: In the Traffic Division each section (i.e. Meter, Sign, and Signal) may independently choose to work without a meal period in accordance with the procedure contained in Section 7.C.
- E. The employee shall be paid \$6.00 for each meal period to which he is entitled after the completion of his regular shift. The meal period is not to be credited as time worked nor is it a part of the work shift, except in a continuous operation.

Section 8. Rest Periods

All employees shall be granted a fifteen (15) minute rest period during each regular half shift. Whenever possible, the rest period shall be scheduled at the middle of each regular half shift. Employees required to work beyond their regular quitting time into the next regular shift shall be granted the regular rest periods that occur during that shift.

Section 9. Clean-up Time

When the workload permits, employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision. The employer shall make the required facilities available to the best of his ability.

Section 10. Part-time Employees

Part-time employees may be required to work a staggered work week.

ARTICLE 9

OVERTIME

Section 1. Definition

Overtime work is: (1) all work performed in excess of eight (8) consecutive hours within a twenty-four (24) hour period based on each employee's regularly scheduled work day, or forty (40) hours in any scheduled work week; or (2) all work performed in excess of ten (10) consecutive hours with a twenty-four (24) hour period based on the regularly scheduled work day, or forty (40) hours in any scheduled work week for employees on the 4-10 schedule. In no event shall an employee be required by the employer to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period.

- A. Planned Overtime - Planned overtime shall be defined as that overtime worked which may be scheduled in advance of the work to be completed and would not be of an emergency nature.
- B. Unplanned Overtime - Unplanned overtime shall be defined as work that develops without advanced scheduling and must be completed immediately.

Section 2. Rate of Overtime Pay

Overtime work shall be compensated for by either of the following methods:

- A. Pay at time and one-half (1 1/2) the employee's regularly hourly rate of pay in effect when the work is performed, or
- B. Compensating time off at the rate of one and one-half (1 1/2) hours of time off for each hour of overtime worked. No more than 99 hours may be accumulated at any time.

When conditions permit, in the judgment of the employer, the employee will be granted his/her choice of the method of compensation.

Section 3. Distribution

Overtime shall be distributed in the work division, (Equipment Maintenance; Street & Alley; Sewer; Treatment Plant; Forestry; Park Maintenance; Building Maintenance; Golf Course Maintenance; Meter; Sign; and Signal) as equally as possible to the employees who normally perform such work. When accumulated overtime hours are equal among employees who normally perform such work, the most senior employee shall be called first for the overtime assignment. It is understood that nothing in this article shall require payment for overtime hours not worked.

If upon the complaint of an employee it is determined that there has been a misassignment or an error in the distribution of overtime opportunities, such employee shall be assigned the next planned overtime opportunity in their work division, for which the employee is qualified.

- A. Planned Overtime - A list of employees who wish to work overtime shall be established in each department's division during the month of June. Employees will be given the entire month of June to sign the overtime list. The list, in each Department, shall be utilized at all times for planned overtime.
 - 1. A new employee shall have the right to sign up for the planned overtime list within thirty (30) calendar days of his/her date of hire and will be credited the average of overtime hours worked during the period for equalization purposes.
 - 2. An employee who is absent during the entire overtime sign up period shall be granted thirty (30) calendar days from the date of his/her return to sign the planned overtime list. Said employee shall be credited the average of overtime hours worked during the period for equalization purposes.

OVERTIME (continued)

3. Employees who miss overtime due to an on-the job injury, illness, or vacation shall be credited the average of overtime hours worked during the period for equalization purposes.
- B. **Unplanned Overtime** - The supervisor may contact any qualified employee to perform the overtime work of this nature. When overtime occurs during the snow removal period of a weekend, holiday or normal work hours overtime call back shall correspond to the employee's regularly scheduled snow removal work shift, by seniority in classification. Employees shall not have the right to refuse overtime during snow removal operations. In the event of unplanned overtime, the Director(s) shall have the right to declare a change in the work schedule.

Section 4. Computation of Hours

For the purpose of computing overtime pay, only those hours during which the employee actually works or is compensated for in the respective work day/week shall be considered as hours worked.

Section 5. Overtime Lists

On the first day of each quarter of the calendar year, the overtime list will be reviewed for equalization of overtime hours. In order to equalize overtime hours, the City will schedule planned overtime, when available, for those employees with the least amount of overtime hours, within the employees respective work division as defined in Section 3, Paragraph 1 of this Article. The City will post a monthly list of overtime worked. Overtime which is turned down by the employee will be added to the employee's total overtime worked for the purpose of equalization.

Section 6. Part-time Employees

Full-time permanent employees shall be offered the first opportunity for overtime work with the exception of prescheduled contiguous work hours, excluding Golf Courses.

ARTICLE 10

MINIMUM TIME PAY ALLOWANCES

Section 1. Reporting Time

Any employee who is scheduled to report for work and who presents himself for work as required shall be guaranteed two and one-half (2 1/2) hours pay at the overtime rate.

MINIMUM TIME PAY ALLOWANCES (continued)

Section 2. Call Back Pay

Any employee called back to work after having left work shall receive a minimum of two and one half (2 ½) hours pay at the overtime rate unless the time actually worked is contiguous to his regular work shift.

Section 3. Standby Pay

Employees shall be paid a minimum of four (4) hours at their regular rate of pay, in addition to any other compensation, if required to be on stand-by. Stand-by pay shall be authorized only when an employee is specifically directed in writing by his supervisor to make himself available for work during off duty hours and further required to report to work immediately upon call.

Section 4. Pager Pay

Employees shall be paid a minimum of two (2) hours at their regular rate of pay, in addition to any other compensation, if required to carry pager for a forty-eight (48) hour period. Lesser amounts of time will be pro-rated. It is understood and agreed that employees required to carry pagers are restricted to stay within beeper range and are required to respond by returning the pager call within 15 minutes of the original page.

Section 5. No Pyramiding

There shall be no pyramiding of pay under Section 1 and Section 2. There shall be no pyramiding of pay under Section 3 and Section 4.

ARTICLE 11

PERFECT ATTENDANCE PAY

After the completion of six (6) months employment an employee shall be eligible to earn eight (8) hours pay at the straight time rate for each calendar quarter in which perfect attendance is recorded (exclusive of on-the-job injury, funeral in the immediate family or jury duty). Payment shall be made the last payday in July and shall apply to the previous 12 month period beginning on July 1 and ending June 30. At the request of the employee and at the option of the department head, employees may receive paid leave in lieu of a cash payment. Such request shall not be unreasonably denied. Accrual of such paid leave shall not exceed 32 hours.

ARTICLE 12
SEVERANCE

Upon termination, eligible employees shall be paid severance pay in the following amounts based on the employee's regular hourly rate of pay in affect at the date of termination, provided that employees who voluntarily resign or are discharged for cause shall not be eligible for this benefit. In the case of a service retirement, employees shall be required to provide two weeks written notice prior to the effective date of the termination to be eligible for severance.

<u>Years of Service</u>	<u>Amount</u>
More than five (5), but less than ten (10)	80 hours pay
More than ten (10), but less than fifteen (15)	120 hours pay
More than fifteen (15)	160 hours pay

ARTICLE 13
ACTING PAY

Section 1. Acting Pay Rate

Employees assigned to a temporary job opening shall be paid the wage rate established for the job, or their work rate, which ever is greater. The classification seniority of an employee filling a temporary job vacancy shall begin the first day he fills the vacancy if he is subsequently promoted to permanent status in that classification, provided service in the higher classification has been uninterrupted. In the case of an employee who is appointed to act in a supervisory position outside the bargaining unit, the employee shall be paid as follows:

- A. \$2.50 per hour for hours worked at the first line supervisory level (CWA Foreman, Non-union Plant Operator III, Non-union Parks Supervisor, Building Maintenance Supervisor, Golf Course Supervisor, etc.)
- B. \$3.50 per hour for hours worked at the non-union Superintendent level.

Section 2. Assignment

When possible the City agrees to utilize employees from the most current Civil Service certification list when filling acting positions, provided that such assignment does not result in additional overtime. This provision applies only to employees of the Public Works Department.

The union agrees that should the assignment require the employee to work a different schedule than normal, all notice requirements to the affected employee are hereby waived. The waiver only applies when the employee is agreeable to the change. Should no employee agree to assume the acting position, the City may appoint an employee on the affected shift to the acting position.

ARTICLE 14

HEALTH INSURANCE

Section 1. Premiums

The City shall maintain a group health insurance plan and shall pay 95% of the cost of the coverage based on the accrual rates established by the Claims Administrator. The employee shall pay the remaining 5% of the cost, divided equally among twenty-four (24) pay periods.

Effective 7-1-94 the City and Union agree to modify existing plan benefits for all covered employees. Effective 7-1-94 Health benefits shall be paid in accordance with the Preferred Provider Plan (PPO) as shown in Appendix D of this contract.

An employee who is drawing worker's compensation shall be entitled to remain on the City group insurance plan.

The City and employee will pay the proportionate share of the cost as provided in this contract.

It is understood and agreed that the employer has the right to change or modify existing health policies. During the life of this agreement no change will be made in the level of benefits except by mutual agreement of the parties hereto. The terms of the contract or policy issued by the insurance carrier or administrator shall be controlling in all matters pertaining to benefits there under.

Effective 7-1-99 benefits for prescription drugs under the group health plan will be modified by deleting the benefit in effect 6-30-99 and in its place, adding the PCS Prescription Drug Expense Insurance as described in Appendix E of the contract. The co-payment for eligible drugs shall be \$5.00 for a generic drug prescription and \$10.00 for a non-generic drug prescription.

Section 2. Dental Insurance

The City shall maintain a group dental insurance plan and shall pay 100% of the premium cost for employee and dependent coverage.

HEALTH INSURANCE (continued)

Specifications are to be set by the City. The union may participate with the City in establishing the specifications. The terms of any contract or policy issued or administered by the insurance carrier shall be controlling in all matters pertaining to benefits there under. If an employee or his dependents do not enroll in the City provided dental plan at the time it is offered or the time of appointment, or, if coverage is terminated by the employee, subsequent enrollment or re-enrollment may be denied by the dental carrier on the basis of underwriting policy.

Section 3. Counseling and Assistance Program

The employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems. If an employee's performance is not meeting required standards and either the employee or employer feels that the underlying cause may be a personal problem, the City shall provide one evaluation session with a professional counselor to assist the employee in identifying the need for further counseling or medical treatment. Report findings will be made available to the City and the employee. The cost of any further counseling or treatment will be the responsibility of the employee and shall be done on the employee's off duty time.

Section 4. Confidentiality

Records concerning an employee's treatment for alcoholism, drug or stress-related problems shall remain confidential.

Section 5. Long Term Disability Insurance

Effective 7-1-94 the City agrees to provide a long-term disability plan and shall pay 100% of the premium cost of the plan.

Section 6. Eye Care

Effective 7-1-99 the City shall maintain a group eye care plan and shall pay 100% of the premium cost for employee or family coverage. Specifications are to be set by the City. The union may participate with the City in establishing the specifications. The terms of any contract or policy issued or administered by the insurance carrier shall be controlling in all matters pertaining to benefits there under.

Section 7. Worker's Compensation

An employee who is absent from work due to an on-the-job injury will be compensated only as provided under the statutory provisions of Iowa Worker's Compensation laws. An employee who would lose regular pay due to an on-the-job injury shall be allowed to use vacation leave, holiday leave, perfect attendance leave, casual day leave, or compensatory time for any such time not paid. If the length of the absence results in a retroactive payment by the worker's compensation carrier which would result in an overpayment to the employee, a correction will be made through a subsequent payroll and the leave used credited back to the employee.

ARTICLE 15

LIFE INSURANCE

All eligible full-time permanent employees shall receive, commencing the first of the month following the completion of one calendar month employment, a \$10,000 term life policy with \$10,000 accidental death and dismemberment benefits carried by and through the employer. The employer's contribution to the life insurance benefits for the term of this contract shall be 100% of the cost.

The employer shall have the right to change carriers so long as the benefit is not reduced.

An employee who is drawing worker's compensation shall be entitled to remain on the City group insurance plan for one (1) year.

ARTICLE 16

HOLIDAYS

Section 1. Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day (November 11)
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve *
Christmas Day

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

*Note: When Christmas Eve falls on either Monday, Tuesday, Wednesday, or Thursday it shall be observed as the holiday. In all other years, the Christmas Eve holiday shall be observed as an additional day of personal leave in lieu of the actual Christmas Eve holiday.

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as a holiday. Employees at the Treatment Plant, or any other work location where work is performed seven days a week, shall observe the holiday on the actual day of the holiday. In these locations Christmas Eve will be treated as a holiday no matter what day it falls on, in lieu of the casual day that other employees may receive. Whenever a holiday falls on an employee's day off, when such day off is not a Saturday or Sunday, the employee shall be granted one day off at another time, within the same fiscal year, to be mutually determined by the employer and the employee.

Section 2. Eligibility Requirements

Employees shall be eligible for holiday pay only under the following conditions: The employee works the last scheduled working day before and the next scheduled working day following the holiday or receives compensation from the City.

HOLIDAYS (continued)

Section 3. Holiday Work

In the event an employee is required to work on a holiday, in addition to holiday pay, the employee shall be compensated at the rate of one and one-half (1 1/2) times his regular rate of pay for up to eight (8) hours work. For work performed in excess of eight (8) hours, the employee shall be compensated at twice the regular rate of pay.

Section 4. Unauthorized Absence

Employees who are absent without leave on a work day immediately preceding or succeeding the observed holiday shall not be entitled to holiday pay.

Section 5. Personal Leave

Each eligible employee shall (after completion of the probationary period) receive one day of personal leave each contract year.

ARTICLE 17 **SICK LEAVE**

Section 1. Definition

Sick leave is leave granted for non-service connected injury or illness which prevents an employee from performing his/her duties.

Section 2. Eligibility

Permanent full-time employees shall be eligible to use sick leave after completion of the probationary period.

Section 3. Utilization

Beginning the first day of absence resulting from non-job related illness or injury, employees shall be eligible for sick pay at the rate of 80 percent of their regular wage for the first 180 calendar days per disability.

Section 4. Sick Leave Options

All sick leave accrued by employees prior to July 1, 1978, shall vest with the employee, and may be used in the following manner:

SICK LEAVE (continued)

- A. Use one-half (1/2) day of accrued sick leave for each day, under the current 180 day/80% pay plan, which will result in 100% pay for each sick day.
- B. Annually cashing in accrued sick leave at the rate of one (1) day's pay for three (3) days of accrued sick leave up to a maximum of ten (10) days pay per year. This is to be paid with the first pay day in December on a separate check.
- C. Cashing in all accrued sick leave upon honorable separation from the City at the rate of one (1) day's pay for each three (3) days of accrued sick leave.

Section 5. Family Illness

Employees may receive up to sixteen (16) hours sick leave per City fiscal year for illness in his/her immediate family.

Section 6. Reporting Sick Leave

The employee or a member of the employee's household shall notify a designated location fifteen (15) minutes prior to the scheduled reporting time. No sick leave shall be granted to an employee who fails to notify the designated location fifteen (15) minutes prior to the beginning of the work shift. Immediately upon return to work, the employee shall submit a leave form to the supervisor. Only when an employee is ill, shall this section apply.

Section 7. Medical Statement

An employee may be required to furnish a medical statement, at the employee's cost, from the attending physician for any absence chargeable to sick leave:

- A. For the purpose of verifying illness or injury; or
- B. Certifying the employee as able to return to work in the position held prior to the illness or injury.

Section 8. Abuse or Fraud

Abuse of sick leave or fraudulent use of sick leave shall be cause for disciplinary action including discharge.

ARTICLE 18

VACATION

Section 1. Eligibility and Allowances

Employees shall accrue an annual paid vacation as specified below:

<u>Service Requirements</u>	<u>Accrual</u>
0 to 6 years	At the rate of 80 hours per year
6 to 13 years	At the rate of 120 hours per year
13 to 19 years	At the rate of 160 hours per year
Over 19 years	At the rate of 200 hours per year

Section 2. Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job.

Section 3. Choice of Vacation Period

Vacation periods are to be granted and scheduled by each superintendent, taking into consideration the divisions, work units, workloads, and the employee's request and seniority.

By March 1, the Superintendents shall begin contacting members of their respective divisions in order of seniority, based upon the last date of hire, as to dates available for vacation purposes. Each employee, in order of seniority shall denote his/her choice of vacation period to the superintendent. The superintendent shall contact the next ranking employee by seniority until all have denoted their choice. An employee may bid up to their total annual vacation allotment at the time of the bid.

All employees must have made their choices by April 15, or forfeit their seniority rights for the purpose of choosing vacation periods. By May 1, the vacation schedule for the upcoming vacation period shall be posted. Vacation shall not be granted prior to the selection process for each fiscal year.

At the time of the pick, only vacation days can be selected. However, in all cases, an employee will be allowed to substitute other forms of paid leave for vacation leave during their scheduled vacation time.

If a holiday occurs during the calendar week in which a vacation is taken by an employee, that holiday shall be paid and it shall not be deducted from the accrued vacation time.

Section 4. Work During Vacation Period

If after the employee has begun his vacation and the employer requires the employee to work during the scheduled vacation period, the employee shall be compensated as follows:

- A. The employee shall be paid at the double time rate of pay for his classification for the hours worked.
- B. The employee shall not be charged with vacation time for the hours worked.
- C. The employee's vacation time shall be rescheduled.

Section 5. Vacation Rights in Case of Lay-off or Separation

Any employee who is laid off, retired, or separated from the services of the employer for any reason, prior to taking his vacation, shall be compensated for the unused vacation time he has accumulated at the time of separation, (provided the employee has completed the probationary period). In the case of voluntary separation, employees shall be required to give two (2) weeks notice in order to receive vacation benefits.

Section 6. Qualification for Vacation Benefits

Employees shall have been in the service of the employer for twelve (12) consecutive months before being eligible to use vacation benefits.

Section 7. Minimum Usage

There shall be a four hour minimum on use of vacation time, unless otherwise authorized by the superintendent.

Section 8. Unauthorized Absence

Any employee who is on suspension or is absent without authorization, shall forfeit, on a per hour of accrual basis, the total accrual of vacation time that the employee would normally have accrued during the time of suspension or unauthorized absence.

Section 9. Accrual

Vacation accrual for all employees shall not exceed twice the annual accrual normally earned. Upon separation from employment, compensation for unused vacation leave shall be made provided that an employee who resigns provides the City with two (2) weeks written notice of the termination.

Section 10. Overtime Call Out During Vacation

When an employee takes a vacation leave of forty (40) hours or more, the employee's regularly scheduled days off preceding, during, and after the vacation period shall not be subject to overtime call out except as listed below:

1. The supervisor considers the call out to be an emergency situation. Every effort will be made to call out another qualified employee before calling an employee during the employee's regularly scheduled days off during the vacation period.
2. Whenever, after a reasonable effort, no other qualified candidate can be reached.

It is understood and agreed by both the City and the Union that when an employee is called out on their regular days off that occur during their vacation period Section 4 of this article shall not apply.

Section 11. Vacation Use for Sick Leave

An employee on sick leave may cash in vacation leave at the rate of four (4) hours vacation leave per eight hour sick leave day as the difference in order to receive 100% pay.

ARTICLE 19

LEAVES OF ABSENCE

Section 1. Eligibility

Employees may be eligible for leave of absence after thirty (30) days of consecutive service with the employer.

Section 2. Application for Leave

A request for a leave of absence shall be submitted in writing by the employee to his department head or superintendent. The request shall indicate the reason the leave of absence is being requested, the approximate length of leave time requested, and whether the request is for leave with pay or without pay. The request shall be submitted no later than ten (10) days prior to the date of anticipated absence. The ten (10) day requirement may be waived upon reasonable request of the employee.

Section 3. Grant or Denial of Requested Leave

The department head or superintendent to whom the request is submitted shall grant or deny leave, taking into consideration the division's work units, workload, and the employee's request.

Authorization for a leave of absence, when granted, shall be furnished to the employee by his department head or superintendent and it shall be in writing. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence -- a leave not to exceed one (1) month -- shall be answered within ten (10) working days. A request for a leave of absence exceeding one (1) month shall be answered within fifteen (15) working days. Employees shall be returned to the position they held at the time the leave of absence was requested.

Section 4. Failure to Report/Return

If an employee fails to return or report in by the date of leave expiration, he/she shall be considered to have voluntarily resigned from the service of the City unless he/she was unable to return due to extenuating circumstances beyond his/her control to be determined by the department head.

Section 5. Paid Leaves of Absence

A. **Bereavement**

In the event of a death in the immediate family of an employee or an employee's spouse (parent, grandparent, child, grandchild, brother, or sister), the employee shall be granted up to three (3) days leave of absence with full pay to make household adjustments, arrange for funeral services or to attend funeral services.

1. Step relatives in the relationships listed above shall be considered relatives for the purpose of this section. The employer shall be notified of the necessity to use such leave as soon as possible.
2. Additional time off may be granted upon request. Employees allowed additional time shall use either some form of leave which has been accumulated by them or the time shall be without pay.

LEAVES OF ABSENCE (continued)

3. In the event that an employee was raised by an individual or individuals appointed as legal guardian(s), funeral leave may be granted for such individuals in lieu of the natural parent(s). To be eligible, the employee must provide acceptable documentation of the guardianship arrangement to the Department Head.
4. In the event of the death of a fellow division employee, employees shall be allowed to use accumulated leave in one hour increments to attend the funeral. Such leave will only be allowed when requested of and approved by the Department Head. The Department Head will attempt to comply with such requests, but may refuse in cases of emergency or when the employee's presence is required on the job in order to maintain an appropriate level of City service as determined by the head of the department.

B. Court Leave

1. An employee who is required to serve as a witness or juror in Federal, State, County, or City court or as a litigant in a case resulting directly from the discharge of his duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which he is a part, he shall not be granted court leave, but may use vacation time, or be granted leave without pay for the length of such service.
2. Procedure: An employee who is called as a witness or for jury duty shall present to his supervisor the original summons or subpoena from the court, and, at the conclusion of such duty, a signed statement from the clerk of court, or other evidence, showing the actual time in attendance at court.
3. Fees: Fees received for jury service in a Federal, State, County, or City court shall be kept by the employees. No employee shall receive witness fees paid from his employer's funds.

C. Voting Time

Any employee entitled to vote at a general election in this state who does not have three (3) consecutive hours in the period between the time of the opening and the time of the closing of the polls during which he is not required to be present at work shall be entitled to such time off from his work time to vote as will in addition to his non-working time total three (3) consecutive hours during the time the polls are open. Application by any employee for such absence shall be made individually and in writing prior to the date of the election, and the employer shall designate the period of time to be taken. Such voter shall not be liable to any penalty nor shall any deductions be made from his regular salary or wages on account of said absence.

Section 6. Unpaid Leave

A. Union Business

1. Leave without pay may be granted to no more than one (1) member of the union at any one (1) time to participate in any union activity, provided, however, such leave shall not exceed one (1) year. An extension may be granted upon request. A short leave of absence not to exceed one (1) month may be granted upon request and shall be renewed or extended for a similar period upon request.
2. The City agrees to allow two (2) union officers leave without pay for two occasions for each year of the contract to attend official union conferences that are required by the AFSCME state organization. The leave without pay shall not be considered as an absence in computing the Perfect Attendance Pay and/or vacation accumulation. Further, the leave shall not exceed two (2) work days and will not be accumulative.

In the case where this provision is only utilized by one (1) union officer, the President or his designated representative shall have the option to utilize the remaining leave under this provision.

In order to receive this leave the President of Local No. 2844 or his designated representative shall submit a written request five (5) work days in advance to the department head that the union officials who will be utilizing the leave are assigned.

B. Education Leave

After completing one (1) year of service, an employee, upon written request, may be granted a leave of absence for education purposes. The period of leave of absence shall not exceed one (1) month in any calendar year to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

C. Military Leave

Employees of the municipality, other than employees employed temporarily for six (6) months or less, who are members of the National Guard, organized reserves, or any component part of the military, naval, or air forces or nurse corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or the United States, shall, when ordered by the proper authority to active state or federal service, be entitled to a leave of absence from such civil employment for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay or any other benefits during the first thirty (30) days of such leave of absence. If an employee is activated for duty for more than thirty (30) days, upon separation from such duty, the employee shall be granted a thirty (30) day readjustment leave prior to reporting to work.

ARTICLE 20

UNIFORMS AND PROTECTIVE CLOTHING

Section 1. Uniforms

A regulation uniform will be prescribed by the City. The union may provide input in determining the type of uniform apparel to be authorized by the Department Head. All uniform items are to be marked with a City of Council Bluffs emblem furnished by the City. Ownership of all uniform items provided by the City shall be retained by the City.

The City shall provide each eligible full-time employee with the following uniform articles:

Number of Articles	Optional Items Available (at employee's choice)
6 pair of pants	Work pants or carpenter jeans
11 shirts	Short sleeve work shirt, long sleeve work shirt, short sleeve polo shirt, short sleeve blaze orange T-shirt (Public Works only), or logo T-shirt (Parks & Rec only).
1 Jacket	
1 Outer garment	Insulated coveralls, insulated bib overalls, or parka
1 winter hat	Ball cap style or stocking hat
1 summer hat	Ball cap style

Where the City allows optional clothing articles, the employee may, through the normal replacement process, choose from among the articles available on an item for item basis. New employees shall be allowed to choose the number of articles authorized in any combination from the optional clothing items available. An exception shall be made to the item for item replacement of the summer hat which may be replaced on an as needed basis.

The employee shall furnish a belt or narrow dark blue or black suspenders to wear with the uniform. The employee shall also furnish leather work boots or, as an alternative, a safety shoe approved by the City's Risk manager may be worn.

A Department Head may approve alternative apparel items when circumstances warrant. For uniformity sake, any alternative apparel item so approved must be purchased by the employee from the City supplier. If an employee wears an alternative article as described in this paragraph, the employee must at all times wear at least one article of apparel that clearly displays the City logo identifying the employee as a City employee.

UNIFORMS AND PROTECTIVE CLOTHING (continued)

The employee shall maintain all clothing provided, which shall include cleaning, make minor repairs (i.e., make repairs that can be accomplished on a home sewing machine). The employee shall only wear the prescribed uniform when "on duty" or when traveling to or from work. Employees who are in transit to or from work may make ordinary stops in places such as grocery stores, etc., which do not reflect poorly on the image of the City. Uniforms shall not be worn on employees days off, unless the employee is called to duty. Employees shall not indulge in the purchase or use of alcoholic beverages in public places while wearing uniforms bearing City identification.

Upon leaving employment with the City, the employee shall be required to turn in all provided uniform items. Should the employee fail to turn in all provided uniform items, the City maintains the right to deduct said amount from the employee's final pay check.

Section 2. Replacement Due to Weight Change

An employee who changes uniform size as the result of a weight loss, or a weight gain or loss that is medically necessary will be issued new uniforms as needed with the approval of the department head at City expense. However, through the normal replacement process, weight gain or loss shall not be an issue.

Section 3. Protective Clothing

If an employee is required to wear a protective device as a condition of employment established by the employer, this protective device shall be furnished and maintained by the employer. The employee is not responsible for fair wear and tear to the protective device. The employee is responsible for any damage to the protective device by negligence or deliberate act.

Section 4. Uniform Rental Provision

Should a majority of employees within a City division wish to lease uniforms, with the approval of their Superintendent, a uniform lease arrangement can be substituted for the apparel articles delineated under section 1 of this article. In this case the number of each article furnished shall be according to the lease agreement. A division of employees who opt to have a lease agreement shall not be allowed to revert back to the City uniform replacement system until such time as the rental contract expires. Under this provision, the City shall not be responsible for replacing any uniform articles covered under the rental agreement. If a rental arrangement is implemented, affected employees shall turn in all City purchased apparel covered under the rental agreement. (Example: If rental agreement covers shirts and pants, employee would be expected to turn in (or pay for) all shirts and pants issued by the City.)

ARTICLE 21

PERSONAL LOSS

Each employee shall be eligible to be compensated for costs not covered by insurance for repair or replacement of hearing aids, eye glasses, contact lens, or watches which may be damaged or destroyed through the normal performance of official duty. Compensation to any employee for any and all such losses shall not exceed one hundred fifty dollars (\$150.00) in any contract year.

In order for a claim to be approved, actual loss must be shown either by producing the damaged article or by proper evidence, and must not be due to employee's own negligence. Claims shall be approved at the discretion of the Department Head.

In the event that the property damage is a result of an accident which also results in personal injury to the employee, a claim for damages through Workman's Compensation must be submitted by the employee to the employer for processing, in the same manner that other medical bills are submitted. Reimbursement will be considered by the City only if Workman's Compensation denies the claim.

ARTICLE 22

TOOL ALLOWANCE

Each mechanic or mechanic's helper assigned to the Equipment Maintenance Division who is required to furnish his/her own tools shall be eligible to be compensated for the replacement of tools which may be damaged through the normal performance of official duty. Compensation to any employee for any such losses shall not exceed one hundred fifty (\$150.00) in any contract year.

Effective 7-1-01 as long as such coverage is commercially available, the City will procure All Peril (exclusive of flood) Insurance coverage for tools and boxes up to \$20,000 per box with a \$2,000 deductible.

ARTICLE 23

UNION ACTIVITY

Section 1.

The Union President or his/her designated representative shall be provided four (4) paid work hours on the first and fourth Wednesday of each month to conduct official union business on City premises. If there is a need for the Union President to leave City premises to conduct union business, permission from the employee's supervisor must be obtained. Paid work hours shall be from 11:00 a.m. until 3:00 p.m.

Union business shall be defined as attending union management meetings, attending employee safety meetings, posting of union notices, distributing union literature; soliciting union membership during employees non-working time; transmitting communications authorized by the local union or its officers, or other union representatives concerning enforcement of any provisions of this agreement, investigating, processing and attending hearings involving grievances.

The Union agrees that Union activities will not be carried on in the employer's operating plant or properties on the employer's time in such a manner as to interfere with the efficient operation of the employer, except as provided in this agreement.

Section 2.

It is hereby agreed by the parties that the City shall provide the Union President or his designated representative an opportunity to advise bargaining unit employees of their rights in accordance with the current labor agreement.

The Union President, or his designated representative, shall contact each department head to arrange for the department to schedule 15 minute meetings at each work reporting location. Meetings held outside of the Union President's (or his designated representative's) regularly work schedule shall not be compensated time. The City agrees to provide for these meetings by October 1, 2001.

ARTICLE 24

UNION NEGOTIATING COMMITTEE

The City shall pay up to five (5) employees designated as the Union negotiating committee for time spent in contract negotiations when such negotiations take place during the regularly scheduled work time of the employee or employees. The Union agrees that no more than one person shall be on the negotiating committee from any division, unless by mutual consent of the parties.

ARTICLE 25

GENERAL PROVISIONS

Section 1. Union Bulletin Boards

The employer agrees to furnish suitable space for bulletin boards in convenient places in each work area to be used by the union. The union shall limit its posting of notices and bulletins to such bulletin boards. Prior to posting, any material placed on bulletin boards shall be initialed by an authorized representative of the union.

Section 2. Union Activities

The employer agrees that during working hours, on the employers' premises and without loss of pay, union representatives may be allowed to: attend union management meetings; attend union safety meetings; post union notices, distribute union literature; solicit union membership during employees non-working time; transmit communications authorized by the local union or its officers, or other union representatives concerning the enforcement of any provision of this agreement, after securing permission from the immediate supervisor. The employer also agrees that during working hours elected officers and/or stewards shall be allowed to attend monthly and/or contract ratifying union meetings, without loss of pay, providing, the efficient operation of the employer is not disrupted.

Section 3. Visits by Union Representative

The employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether local union representatives, district council representatives or international representatives, may have access to the premises of the employer at reasonable times during working hours to conduct union business, provided reasonable notice is given the City of the pending visit.

Section 4. Training and Education

All mandatory (i.e., required by the employer) in-service training or education costs shall be at the expenses of the employer and shall normally take place during regular working hours whenever possible. An employee required by the employer to attend in-service training outside his regular working hours shall be compensated at the rate of time and one-half his regular rate of pay for all hours spent in training. If voluntary and outside employee's regular working hours, the employee may not be compensated.

Section 5. Contracting and Subcontracting

The Union recognizes the right of contracting and subcontracting is vested in the employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its employees. Employer further agrees it will not jeopardize the seniority rights of its employees because of the exercise of its contracting or subcontracting rights.

The City shall advise the Union prior to any contracting or subcontracting that will lead to the lay-off of employees. The Union shall have the opportunity to make suggestions and/or recommendations regarding the contracting or subcontracting issue.

Section 6. Access to Records

All items of discipline shall remain a permanent part of the personnel file. The City agrees that when disciplinary action is taken, the City shall not consider any prior disciplinary action of more than three (3) years of the action taken. The Union shall receive a copy of disciplinary action for all bargaining unit members who submit, in writing, their permission for the Union to receive such.

The permanent employee personnel file shall be maintained in the Personnel Department. Employees may review their personnel file by contacting the Personnel Department and scheduling an appointment. Upon written authorization from the employee, a member of the grievance committee shall be allowed to review the employee's personnel file and make copies of necessary items.

Section 7. Physical Examination

Physical examination may be periodically required of employees by the department head, and shall be paid for by the City. The result of such examination shall be used to determine the eligibility of employees to remain in their respective positions, work place, or city employment. It is understood that all employees shall be required to have a physical examination at City expense prior to employment.

Section 8. Reporting of Accidents

All injuries that occur during working hours shall be reported to the employee's supervisor within twenty-four (24) hours of the injury or before the employee leaves his department of employment.

Section 9. Exclusiveness of Agreement

This agreement shall contain all of the covenants, stipulations, and provisions. Neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether specifically bargained about prior to the execution of this agreement or which may have been omitted in the bargaining which lead up to the execution of this agreement, except by mutual agreement of the parties.

The parties to this agreement jointly and separately agree that this agreement embodies all applicable provisions relating to employees covered. Only those provisions or procedures relative to wages, hours, or other working conditions which are included as contract items shall be valid and have affect.

Section 10. Nondiscrimination

- A. The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this agreement because of membership in, or legitimate activity as required in this agreement on behalf of the members of this bargaining unit.
- B. The Union recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
- C. The parties recognize that local, state, and federal law prohibits employment discrimination on the basis of age, sex, marital status, race, color, creed, national origin, or political affiliation.

Section 11. Printing of Contracts

The City and Union will sign off on two master copies of the labor agreement. Each party will keep a master contract from which copies can be printed and distributed as each party sees fit.

Section 12. Commercial Driver's License Change

The City agrees to provide training and pay the initial licensing cost for those employees whose job duties require them to obtain a Commercial Driver's License as a result of the Commercial Motor Vehicle Safety Act of 1986.

Maintenance of the Commercial Driver's license, including license renewal fees, shall be the employee's responsibility. The City shall not be responsible for training or license fees for employees who are hired after the effective date of the Iowa law. An employee whose license is revoked, suspended, or placed under conditional use or restriction for any reason shall notify his department head immediately.

ARTICLE 26
RULES AND REGULATIONS

Except as limited by the express terms of this Agreement, the employer retains the right to promulgate reasonable rules, regulations, policies, procedures, and directives. Prior to the effective date, any rule or regulation shall be posted on all bulletin boards ten (10) consecutive work days. In addition, copies shall be made available to all employees. New employees shall be furnished a copy of all rules and regulations when hired.

ARTICLE 27

SAFETY

Section 1. General Overview

It is the goal of the City of Council Bluffs to provide a healthy and injury-free work environment for its employees.

It is the responsibility of every employee of the City to make sure that no dangerous situations exist. Each employee will have the responsibility of performing his/her job in a safe and efficient manner. It will also be a duty to report any potentially hazardous situation that exists to proper authorities, so that it can be corrected before an accident occurs. Safety should be the goal of all employees, and each should take an active interest to see that safe practices are incorporated into every task we perform.

Section 2. Safety Committee

A Safety Committee shall be established in each department (Parks, Recreation, and Public Property, and Public Works). The Committee shall be composed of up to three (3) members appointed by the Union, three (3) members appointed by the City and the City's Safety Officer. The Safety Officer shall be responsible for scheduling meetings at least quarterly. However, any member of the Committee may request additional meetings for good cause.

The purpose of this Committee shall be to discuss health and safety conditions and to review accidents, injuries, and equipment accidents. The Committee may make recommendations regarding safety matters.

Section 3. Grievance Procedure

This article can be grieved through Step 3 of the grievance procedure, but shall not be subject to the arbitration procedure.

Section 4. Safety Complaints

In the event an employee believes that he/she is being harassed due to the filing of a safety complaint, said employee may file a grievance in accordance with Article 29, Settlement of Disputes.

ARTICLE 28

UNION SENIORITY

Section 1. Definition

Seniority means an employee's length of continuous service with the employer since his last date of hire. Seniority in each classification shall be determined by the length of service in each classification.

In the event that an employee has been promoted from one classification to another, his/her seniority rights shall continue to accrue in any classification that he formerly held during his employment in the higher classification. In cases where two (2) or more employees start to work on the same day, the date of application shall establish priority of position on the seniority list.

Section 2. New Employee

During the probationary period, which shall be six (6) months, employees shall have no seniority status and may be laid off or terminated without regard to their relative length of service. After thirty (30) calendar days of consecutive service with the employer, the employee's name shall be added to the seniority list as of his last date of hire.

Section 3. Seniority List

On July 1 and January 1 of each year the City Personnel Department shall post on the department bulletin board a seniority list showing the continuous in classification service of each employee. A copy of the seniority list shall be furnished to the union when it is posted.

Section 4. Loss of Seniority

An employee shall lose seniority with the employer for all purposes if any of the following occur:

- A. The employee resigns, retires, or dies.
- B. The employee is discharged for just cause.

UNION SENIORITY (continued)

- C. The employee has been laid off and then fails to respond within a period of ten (10) working days after being recalled by certified letter sent to the last known address as shown on the records of the employer.
- D. The employee fails to return within thirty (30) calendar days after being recalled by the employer.

Section 5. Cessation of Seniority Accumulation

The accrual of seniority shall cease when an employee is terminated from City employment for any reason. Any current employee who is absent from work on unpaid leave for more than sixty days, except for disability, shall cease to accrue seniority beginning the 61 day of the absence.

Section 6. Maintenance of Seniority

Employees promoted to a position outside the bargaining unit shall maintain their seniority in the unit for thirty (30) days. Any employee who moves from a non-bargaining unit position to a position within the unit shall upon such return to a previously held job class be credited with an amount of seniority equal to that accumulated in that class as of the date of promotion or transfer out of the position in the bargaining unit provided employment has been continuous from such date.

Section 7. Lay Off

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority in classification. Employees shall be recalled in the order of their seniority in classification. An employee displaced under the provisions of this article shall have the right to displace the least senior employee in the next lowest classification that he/she formerly held. An employee's seniority rights to recall shall cease thirty-six (36) months from the date of the lay off.

During the time any bargaining unit employee is on lay off and subject to recall such employee or employees shall be given the first opportunity to fill any regular part-time job openings in their job classification. Notice of lay off shall be at least ten (10) days in advance of the effective date and no paid sick leave shall be granted between the time of notification and the effective date.

Section 8. Recall and Rehire of Former Employees

A former employee whose termination did not cause them to lose seniority under Section 4 above, shall upon being rehired be credited with the amount of seniority accrued as of the date of his termination, but excluding the time absent from continuous service due to the termination.

Section 9. Commercial Driver's License

When an employee is displaced because of a lay off and is assigned to a position which requires a CDL, the City will provide the time, training, and equipment which is necessary for the employee to obtain a CDL.

ARTICLE 29

SETTLEMENT OF DISPUTES

Section 1. Definition of Grievance

A grievance is defined as a claim or dispute by an employee or employees covered by the terms of this agreement concerning the interpretation or application of this agreement. The union and/or the employee shall be required to follow the procedure set forth below in presenting the grievance.

The claim or dispute shall be first discussed with the employee's immediate supervisor. The employee and/or the union shall advise the immediate supervisor of the article and section of the agreement that the employee and/or the union feels is in dispute, however, the stated article(s) and section(s) may be amended and/or additional articles and sections may be added if the grievance procedure is necessary. This discussion shall be documented in writing by both the supervisor and the union. (Immediate supervisor, in this case, refers to the foremen in the Public Works Department, supervisors in the Parks and Recreation Department and chief operators at the Treatment Plant.)

Step 1 If the union and/or the employee is unable to settle the grievance or dispute orally and informally through his immediate supervisor within five (5) work days of the date of the occurrence of the grievance or the employee's knowledge of its occurrence, the union and/or employee may within the succeeding five (5) work days file a written grievance with his superintendent. The superintendent shall attempt to adjust the matter and shall respond in writing to the union and/or employee within five (5) working days.

SETTLEMENT OF DISPUTES (continued)

Step 2 If the answer is not satisfactory, the matter shall be presented in writing by the union and/or the employee to the department head or designated representative within five (5) work days after the superintendent's response is due. The department head or designated representative shall respond in writing to the union and/or employee within five (5) working days.

Step 3 If the grievance still remains unadjusted, it shall be presented by the union and/or employee to the governmental head or designated representative in writing within five (5) work days after the response of the department head is due. The governmental head or designated representative shall respond in writing to the union and/or employee of a third step hearing date within ten (10) calendar days. The hearing date shall be scheduled within twenty-one (21) calendar days from the date of the receipt of the hearing notice. Should circumstances prevail, the union will be permitted to reschedule the third step hearing one time, however, the rescheduled hearing must be held within the twenty-one (21) calendar day period. All third step hearings will commence at 1:30 p.m. on the scheduled hearing date, unless another time is mutually agreed on by the parties. Unless mutually agreed on, up to two (2) bargaining unit members will remain on pay status when attending third step grievance hearings; however, such pay status shall not exceed their regularly scheduled work hours.

The City agrees to attempt to have one person from the management negotiating team present at all third step hearings. The governmental head or designated representative shall respond, in writing, a decision within fifteen (15) calendar days after the hearing. An agreement to extend the time period for the written response may be reached if both parties are in agreement and sign such agreement.

Step 4 If the grievance is still unsettled, the union and/or employee, within fifteen (15) calendar days after the reply of the governmental head or designated representative is due, by written notice to the employer request arbitration. The party requesting arbitration shall then request a list of arbitrators from the Public Employees Relations Board. Parties shall meet within fifteen (15) calendar days after receipt of the arbitrators list to select an arbitrator. If circumstances prevail, and each party agrees, a new list may be requested from the Public Employees Relations Board one time.

Both the employer and the union and/or employee shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

SETTLEMENT OF DISPUTES (continued)

The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the union and/or employee. However, each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Failure by an employee and/or the union to comply with any time limitation shall constitute a settlement of the grievance. Should the employer not respond within the prescribed time, the grievance will automatically proceed to the next step.

Section 2. Authority of the Arbitrator

The arbitrator shall have no power to add to, subtract from, or change the terms of this agreement. The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be final and binding upon the parties. The arbitrator shall limit his decision strictly to a grievance submitted to him which has been properly processed through the grievance procedure outlined in this article.

Section 3. Processing Grievance During Working Hours

Grievances may be investigated and processed by a member of the grievance committee during working hours within reasonable time limits without loss of pay provided notice is given and the workload permits.

Section 4. Confidentiality

In the event a request for information is received from the media, the Personnel Department shall notify the designated union official by telephone of the request. The Union shall notify the Personnel Department by telephone any information released regarding grievances.

ARTICLE

TRANSFERS AND PROMOTIONS

Section 1. Promotion

The term promotion, as used in this provision, means the advancement of an employee to a higher job classification. Employees desiring promotion must comply with eligibility and testing requirements as set by the Civil Service Commission.

In making a promotion, the employer shall choose the applicant who receives the highest rating resulting from the testing process and certified by the Civil Service Commission. The promotional list will not be used to fill a vacancy until the procedures in Section 3. Transfer/Demotion have been completed.

Section 2. Notice of Vacancy

When an examination process to create an eligibility list is initiated by the Civil Service Commission, the Personnel Department will send notice of such exam to all divisions prior to the date for accepting applications. It is understood and agreed by the parties only those individuals who qualify and are certified by the Commission as eligible will be considered for vacancies, except as otherwise provided in Section 3 of this article.

The employer shall determine when a position is vacant and when it shall be filled. The Personnel Department shall post within each division the vacant position for a period of ten (10) calendar days during which time an employee who is currently working in the department in which the vacancy exists; and, who wishes to transfer shall notify their department head in writing of their desire to transfer to the vacancy. An employee who wishes to (1) voluntarily demote; or (2) laterally transfer into a vacancy in another department and has previously been or is currently in the classification where the vacancy exists, shall notify the civil service commission of their interest in the vacant position. Employees requesting transfer or demotion as outlined in this section shall be given preference as set out in Section 3 provided the employee meets the current requirements of the vacant position.

Section 3. Transfer and Voluntary Demotions

The term transfer, as used in this provision, means the movement of an employee from one position to another within the same job classification. In order to qualify for a transfer the employee must be in the same job class for which there is a vacancy or have seniority rights in the vacated classification (voluntary demotion).

TRANSFERS AND PROMOTIONS (continued)

When a vacancy occurs as a result of the termination of an employee, an employee requested transfer, or the creation of a new position the priority for filling the position shall be as follows:

- A. By full-time employees within the department by seniority.
- B. By employees from other departments within the unit by seniority.

Nothing in this provision shall be construed to limit the employer's right to transfer or assign employees on a permanent or temporary basis.

All promotions or transfers shall be posted on the department bulletin boards within one week of the effective date. The successful applicant will be placed on the job as soon as practical.

Section 4. Trial Period

A promoted employee shall be granted a thirty (30) day trial period to determine:

- A. His ability to perform the job.
- B. His desire to remain on the job.

During the thirty (30) day trial period, the employee shall have the opportunity to revert to his previous position, without retaliation. If the employee is unsatisfactory in the new position (in the opinion of the employer), notice and reasons will be submitted to him in writing by the employer and at the employee's option, a copy will be submitted to the Union.

A transferred employee shall be granted a ten (10) day trial period in which time the employee may request to return to his or her previous position or the employer may return the employee to their previous position if the employee's performance is unsatisfactory.

Section 4. Preferred Shift

Employees shall be eligible to bid for a preferred shift on the basis of classification seniority no more than once every twelve (12) months unless mutually agreed by the employer and union. However, if an opening is created by either someone who has bid a different shift or management's rearrangement of schedules, an employee may bid on such opening even though it has not been twelve months since his/her last bid.

TRANSFERS AND PROMOTIONS (continued)

Section 5. Recommendation to Civil Service Commission for Seniority and Acting

Credit

It is hereby agreed between the parties that during the time of this contract the City shall recommend to the Civil Service Commission that credit for seniority and time spent acting in the promotional position be incorporated into all Civil Service examination processes held for promotional positions within the AFSCME bargaining unit.

This would be accomplished as follows:

1. By awarding .25 of a percentage point for each year of continuous service to a maximum of 5 percent.
2. By awarding 3 percentage points to the score of each eligible applicant who has acted in the position for which the promotional exam is being given. To be eligible the employee must have acted in the promotional position for six (6) or more work days during the 12 month period ending on the close date for applications as set by the Commission and the employee must submit a written request to obtain credit for acting time by the close date for applications.

ARTICLE 31

UNION MANAGEMENT COMMITTEE

A committee comprised of up to five (5) representatives of the Union and up to five (5) representatives of the employer shall meet at mutually agreeable times to discuss procedures of avoiding future grievances, to review policies and work rules affecting bargaining unit employees. In addition, the Committee may discuss other issues which would improve the relationship between the parties.

The names of the Union's permanent representatives shall be posted, so that matters of concern to both parties may be communicated to the committee for discussion.

ARTICLE 32

DRUG TESTING

The employer shall have the right to conduct drug testing consistent with state and federal laws.

ARTICLE 33

TERMINAL LEAVE

Terminal leave status shall begin after an employee has been gone for 180 calendar days and does not return to work. Employees on terminal leave status shall not be eligible to accumulate additional leave of any kind, i.e. vacation, casual leave, perfect attendance leave or pay.

ARTICLE 34

WAIVER

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this agreement. Therefore, the employer and the union for the life of this agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE 35

SAVINGS CLAUSE

Should any article, section, or portion thereof of this agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

AGREEMENT

This agreement shall begin July 1, 2004 and continue in force to and including June 30, 2005

In witness whereof, the parties have caused this agreement to be signed by their representatives and their signatures placed thereon, all on this _____ day of _____ 2004, at Council Bluffs, Iowa.

City of Council Bluffs Iowa

AFSCME Local 2844

Terry Mauer, Director of Finance & Personnel

Bob Tacke, President Local 2844

Thomas P. Hanafan, Mayor

JOB CLASSIFICATION PLAN (Appendix A)

<u>Job Classification</u>	<u>Pay Grade</u>
Building Maintenance Worker I	18
Electrician	24
Electrician's Helper	17
Equipment Mechanic	20
Equipment Mechanic Helper	16
Equipment Operator I	16
Equipment Operator III	18
Horticulturist	20
Lead Mechanic	22
Levee Maintenance Worker	16
Meter Technician I	14
Meter Technician II	16
Meter Technician III	20
Park Maintenance Worker I	14
Park Maintenance Worker II	18
Plant Maintenance Mechanic	20
Plant Maintenance Worker	17
Plant Operator I	17
Plant Operator II	20
Plant Utility Worker	15
Sign Technician I	14
Sign Technician II	17
Sign Technician III	20
Signal Technician I	14
Signal Technician II	16
Signal technician III	20
Sludge App/Nurse Truck Operator	17
Tree Worker I	15
Utility Worker II	15

AFSCME Pay Plan for July 1, 2004 through June 30, 2005 with 4% Increase

Appendix B

Step		2	3	4	5	6	7	8
14	A	26,342.47	27,125.21	28,262.91	29,352.58	30,852.29	31,807.55	33,079.66
	M	2,195.21	2,260.43	2,355.24	2,446.05	2,571.02	2,650.63	2,756.64
	B	1009.29	1039.28	1082.87	1124.62	1182.08	1218.68	1267.42
	H	12.6161	12.9910	13.5359	14.0577	14.7760	15.2335	15.8427
	O	18.9242	19.4865	20.3039	21.0866	22.1640	22.8503	23.7641
15	A	27,125.21	27,837.74	28,958.99	30,084.43	31,582.31	32,560.01	33,862.66
	M	2,260.43	2,319.81	2,413.25	2,507.04	2,631.86	2,713.33	2,821.89
	B	1039.28	1066.58	1109.54	1152.66	1210.05	1247.51	1297.42
	H	12.9910	13.3322	13.8693	14.4082	15.1256	15.5939	16.2177
	O	19.4865	19.9983	20.8040	21.6123	22.6884	23.3909	24.3266
16	A	27,837.74	28,792.48	29,928.61	31,036.55	32,603.86	33,613.15	34,957.30
	M	2,319.81	2,399.37	2,494.05	2,586.38	2,716.99	2,801.10	2,913.11
	B	1066.58	1103.16	1146.69	1189.14	1249.19	1287.86	1339.36
	H	13.3322	13.7895	14.3336	14.8643	15.6149	16.0982	16.7420
	O	19.9983	20.6843	21.5004	22.2965	23.4224	24.1473	25.1130
17	A	28,792.48	29,780.88	30,900.05	32,005.13	33,608.71	34,649.06	36,035.23
	M	2,399.37	2,481.74	2,575.00	2,667.09	2,800.73	2,887.42	3,002.94
	B	1103.16	1141.03	1183.91	1226.25	1287.69	1327.55	1380.66
	H	13.7895	14.2629	14.7989	15.3281	16.0961	16.5944	17.2583
	O	20.6843	21.3944	22.1984	22.9922	24.1442	24.8916	25.8875
18	A	29,780.88	30,766.42	31,905.16	33,006.84	34,661.32	35,734.55	37,164.05
	M	2,481.74	2,563.87	2,658.76	2,750.57	2,888.44	2,977.88	3,097.00
	B	1141.03	1178.79	1222.42	1264.63	1328.02	1369.14	1423.91
	H	14.2629	14.7349	15.2803	15.8079	16.6003	17.1143	17.7989
	O	21.3944	22.1024	22.9205	23.7119	24.9005	25.6715	26.6984
19	A	30,766.42	31,612.84	32,703.82	33,878.84	35,563.34	36,663.98	38,130.80
	M	2,563.87	2,634.40	2,725.32	2,823.24	2,963.61	3,055.33	3,177.57
	B	1178.79	1211.22	1253.02	1298.04	1362.58	1404.75	1460.95
	H	14.7349	15.1403	15.6628	16.2255	17.0322	17.5594	18.2619
	O	22.1024	22.7105	23.4942	24.3383	25.5483	26.3391	27.3929
20	A	31,612.84	32,740.10	33,892.68	35,034.03	36,788.73	37,927.48	39,444.15
	M	2,634.40	2,728.34	2,824.39	2,919.50	3,065.73	3,160.62	3,287.01
	B	1211.22	1254.41	1298.57	1342.30	1409.53	1453.16	1511.27
	H	15.1403	15.6801	16.2321	16.7788	17.6191	18.1645	18.8909
	O	22.7105	23.5202	24.3482	25.1682	26.4287	27.2468	28.3364
21	A	32,740.10	33,912.25	35,050.73	36,192.35	37,996.64	39,172.71	40,739.49
	M	2,728.34	2,826.02	2,920.89	3,016.03	3,166.39	3,264.39	3,394.96
	B	1254.41	1299.32	1342.94	1386.68	1455.81	1500.87	1560.90
	H	15.6801	16.2415	16.7868	17.3335	18.1976	18.7609	19.5113
	O	23.5202	24.3623	25.1802	26.0003	27.2964	28.1414	29.2670
22	A	33,912.25	35,137.39	36,312.67	37,486.65	39,358.28	40,575.84	42,199.26
	M	2,826.02	2,928.12	3,026.06	3,123.89	3,279.86	3,381.32	3,516.61
	B	1299.32	1346.26	1391.29	1436.27	1507.98	1554.63	1616.83
	H	16.2415	16.8282	17.3911	17.9534	18.8498	19.4329	20.2104
	O	24.3623	25.2423	26.0867	26.9301	28.2747	29.1494	30.3156
23	A	35,133.21	36,402.45	37,619.76	38,836.28	40,774.99	42,036.66	43,718.28
	M	2,927.77	3,033.54	3,134.98	3,236.36	3,397.92	3,503.06	3,643.19
	B	1346.10	1394.73	1441.37	1487.98	1562.26	1610.60	1675.03
	H	16.8262	17.4341	18.0171	18.5998	19.5283	20.1325	20.9379
	O	25.2393	26.1512	27.0257	27.8997	29.2925	30.1988	31.4069
24	A	36,398.02	37,712.93	38,974.09	40,234.46	42,242.85	43,549.94	45,292.37
	M	3,033.17	3,142.74	3,247.84	3,352.87	3,520.24	3,629.16	3,774.36
	B	1394.56	1444.94	1493.26	1541.55	1618.50	1668.58	1735.34
	H	17.4320	18.0618	18.6658	19.2694	20.2313	20.8572	21.6917
	O	26.1480	27.0927	27.9987	28.9041	30.3470	31.2858	32.5376

A = Annual M = Monthly B = Bi-weekly H = Hourly O = Overtime

**CITY OF COUNCIL BLUFFS
SCHEDULE OF HEALTH BENEFITS
PRINCIPAL HEALTH CARE OF NEBRASKA
PREFERRED PROVIDER ORGANIZATION (PPO)**

Schedule of Benefits

The following is a short synopsis of benefits which will be applicable through Principal Health Care of Nebraska, a preferred Provider Organization (PPO). Should a PPO provider not be used, Comprehensive Medical benefits will apply.

Choice of Providers

Employees may use any physician or hospital they choose to receive health care. Benefits are greater for Principal Health Care of Nebraska Providers as shown below.

	<u>Principal Health Care of Nebraska Providers</u>	<u>Comprehensive Medical Benefits (Non-PPO Providers)</u>
<u>Maximums</u>		
<i>Mental, nervous, alcohol, and drug abuse charges:</i>	- Inpatient maximum 30 days/calendar year - Outpatient maximum \$4,000/calendar year - Lifetime maximum \$50,000	- Inpatient maximum 30 days/calendar year - Outpatient maximum \$4,000/calendar year - Lifetime maximum \$50,000
<i>All other charges</i>	- Lifetime maximum unlimited	- Lifetime maximum unlimited
<u>Deductibles</u>		
Individual per calendar year	\$100	\$100
Family per calendar year	300 10	300 20
Physician Consultation*		
* Does not count toward the calendar year deductible.		
<u>Coinsurance</u>	100% in excess of \$10 deductible.	80% in excess of \$20 deductible.
<i>Physician consultation services</i>	90% in excess of the calendar year deductible up to the out-of-pocket limit.	80% in excess of the calendar year deductible up to the out-of-pocket limit.
<i>Hospital charges</i>		
- Inpatient - Outpatient - Emergency - Physician's Fees - In-Hospital - Surgery, Anesthesia - Maternity		
<i>All other covered charges.</i>	80% in excess of the calendar year deductible amount up to the out-of- pocket limit.	80% in excess of the calendar year deductible amount up to the out-of- pocket limit.
- Prescription Drug - Medical Supplies - Ambulance		
<u>Out-of-pocket Limit</u>	\$1,000 per person, \$2,000 per family.	\$1,000 per person, \$2,000 per family.
Out-of-pocket limit per calendar year (includes the deductible and coinsurance)		Cost containment penalty will not count toward the out-of pocket. The maximum penalty if \$300 per occurrence.

PRESCRIPTION DRUGS EXPENSE INSURANCE

<p><u>Purpose</u></p>	<p>Prescription Drugs Expense Insurance is designed to help your employees pay for drugs that are prescribed for them or their dependents.</p> <p>Prescription Drugs Expense Insurance may be written in conjunction with a medical program or as a supplement to it. It may also be offered as a stand-alone coverage.</p> <p>When you add Prescription Drug Expense Insurance to your medical program, covered prescription drugs are no longer paid according to the comprehensive medical provisions. Instead, benefits for prescription drugs and medicines are provided as shown on your Schedule of Benefits.</p> <p>The Principal provides the prescription drug coverage and works with PCS Health Systems, Inc. of Phoenix, Arizona, to administer the coverage.</p>
<p><u>Benefits</u></p>	<p>The member will pay the deductible, as shown in the Schedule of Benefits, for each prescription or refill requested. The remaining covered charges are paid by your Prescription Drugs Expense Insurance.</p>
<p><u>Covered Charges</u></p>	<p>The maximum covered charge for the prescription is the amount allowed under the payment schedule we have established with PCS Health Systems, Inc. These charges are based upon the Average Wholesale Price (AWP) of the drug minus 10% plus a dispensing fee of \$3.00. (The discount off the AWP and dispensing fee may vary depending on the network selected.)</p> <p>The Prescription Drugs Expense Insurance pays for medications if they are:</p> <ul style="list-style-type: none"> - Prescription legend drugs, except those listed in the limits section. - Insulin by prescription - Compound medications of which at least one ingredient is a covered legend drug - Legend oral contraceptives, if you elect to have the program cover them. (See Schedule of Benefits to confirm your election of this as a covered charge.) <p>Each prescription or refill cannot exceed a 34-day supply or a 100-unit dose, whichever is greater.</p>

PRESCRIPTION DRUGS EXPENSE INSURANCE (Continued)

<p><u>Limits</u></p>	<p>Prescription Drugs Expense Insurance does not include and no benefits are paid for the following:</p> <ul style="list-style-type: none"> - Legend contraceptives non-oral dosage forms (see Schedule of Benefits to confirm your election to not cover this charge) - Contraceptive devices, Levonorgestrel (Norplant) - Growth hormones - Minoxidil (Rogaine) - Infertility medications - Drugs or medicines that are not for medically necessary care - Drugs or medicines (except injectable insulin) that can be purchased without a doctor's prescription - Drugs or medicines dispensed during confinement in a hospital, skilled nursing facility, rest home or other institution - Drugs or medicines delivered or administered by the prescriber - Drugs or medicines prescribed or dispensed by any person in an employee's immediate family - Immunization agents, biological sera, blood, blood plasma or injectables (except insulin) or any prescription directing parental administration or use - Administration of any drug or medicine - Prescriptions or refills in excess of a physicians order or refills dispensed more than one year after the prescription date - Drugs or medicines provided at no charge when insurance is absent - Drugs or medicine paid for by the U.S. Government or one of its agencies (except Medicaid) - Drugs or medicines needed because of war or act of war - Drugs or medicines needed because of participation in crime - Drugs or medicines covered by medical expense insurance issued under Individual Purchase Rights - Drugs labeled "caution-limited by federal law to investigational use," or experimental drugs, even though a charge is made to the individual - Therapeutic devices or appliances, including needles syringes, support garments and other non-medicinal substances regardless of intended use <p>NOTE: some prescription drugs and related items excluded under the Prescription Drug Expense Insurance may still be covered under the general comprehensive medical provisions</p>
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PRESCRIPTION DRUGS EXPENSE INSURANCE

Claims Administration	<p>We have contracted with PCS Health Systems, Inc. to administer the Prescription Drugs Expense Insurance. PCS handles the necessary reimbursements to the PCS member pharmacies (or employees if non-member pharmacy is used) and in turn bills us for these charges in addition to the administrative fees.</p> <p>Each employee will receive a personalized plastic identification card to use at PCS member pharmacies. In order to obtain benefits when a PCS member pharmacy is used, members or their dependents need to follow these simple steps:</p> <ul style="list-style-type: none">- Present the identification card to the pharmacist. The pharmacist uses the information on the card to access the PCS system to verify eligibility, co-pay and covered charges information- Sign the pharmacy claim voucher provided by the pharmacy- Pay the pharmacist the deductible amount and receive the prescription <p>You benefit department will be provided with a directory which lists the PCS member pharmacies throughout the country and a supply of PCS claim forms.</p> <p>If your employees choose not to use a PCS member pharmacy, they will need to:</p> <ol style="list-style-type: none">1. Pay the pharmacist the entire costs of the prescription2. Get a PCS prescription drug claim form from your benefit department3. Complete the top half of the claim form, attach the receipt of purchase, ask the pharmacist to complete the other half, and mail the form and receipt to PCS (PCS address on form) <p>PCS will reimburse your employees directly for the amount in excess of the deductible so long as the charges do not exceed the amount allowed under the established payment schedule.</p>
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Purpose	<p>The Managed Mail Order Drug Program is designed to help your covered employees pay for drugs that are prescribed for them or their eligible dependents and are required to be taken on a regular or long term basis. The Managed Mail Order Drug Program is a supplement to and may be written in conjunction with a medical program or with a separate prescription drug program. We do not offer it as a stand-alone coverage.</p> <p>The member pays the deductible, as shown in the Schedule of Benefits for each prescription or refill requested. Your Managed Mail Order Program pays the remaining charges.</p>				
<u>Benefits</u>	<p>The actual cost of a prescription is pre-determined by the amount allowed under the payment schedule we have established with PCS Health Systems, Inc. These charges are based upon the Average Wholesale Price of the drug minus 17% for brand and 45% for generic drugs. The charge will also include a dispensing fee of \$1.50.</p>				
<u>Covered Charges</u>	<p>Here's how the payment is set up</p> <table> <tr> <td data-bbox="498 747 914 894"> <p>Brand Name Drugs</p> <p>Price</p> </td><td data-bbox="914 747 1318 894"> <p>Average Wholesale</p> <p>- 17%</p> <hr/> <p>+ (dispensing fee) \$1.50</p> </td></tr> <tr> <td data-bbox="498 894 914 1039"> <p>Generic Drugs</p> </td><td data-bbox="914 894 1318 1039"> <p>Average Wholesale Price</p> <p>- 45%</p> <hr/> <p>+ (dispensing fee) \$1.50</p> </td></tr> </table> <p>The Managed Mail Order Program will pay for maintenance medications if they are:</p> <ul style="list-style-type: none"> - Prescription Legend drugs, except those listed in the limits section - Insulin - Compound Medications of which at least one ingredient is a covered legend drug - Legend oral contraceptives, (see Schedule of Benefits to confirm your election on this charge) <p>Each prescription or refill cannot exceed a 90-day supply.</p> <p>The prescription will be filled with the generic equivalent when available and permissible by law unless the employee or doctor requires the use of a brand name drug.</p>	<p>Brand Name Drugs</p> <p>Price</p>	<p>Average Wholesale</p> <p>- 17%</p> <hr/> <p>+ (dispensing fee) \$1.50</p>	<p>Generic Drugs</p>	<p>Average Wholesale Price</p> <p>- 45%</p> <hr/> <p>+ (dispensing fee) \$1.50</p>
<p>Brand Name Drugs</p> <p>Price</p>	<p>Average Wholesale</p> <p>- 17%</p> <hr/> <p>+ (dispensing fee) \$1.50</p>				
<p>Generic Drugs</p>	<p>Average Wholesale Price</p> <p>- 45%</p> <hr/> <p>+ (dispensing fee) \$1.50</p>				

MANAGED MAIL ORDER

DRUG PROGRAM (continued)

Limits	<p>The Managed Mail Order Drug Program does not include and no benefits are paid for the following:</p> <ul style="list-style-type: none"> - Legend oral contraceptives (see Schedule of Benefits to confirm your election on this charge. - Contraceptive devices, Levonorgestrel (Norplant) - Minoxidil (Rogaine) - Growth hormones - Infertility medications - Drugs or medicines that are not for medically necessary care - Drugs or medicines (except injectable insulin) that can be purchased without a doctor's prescription - Drugs or medicines dispensed during confinement in a hospital, skilled nursing facility, rest home other institution - Drugs or medicines delivered or administered by the prescriber - Drugs or medicines prescribed or dispensed by any person in an employee's immediate family - Immunization agents, biological sera, blood, blood plasma or injectables (except insulin) - Administration of any drug or medicine - Prescriptions or refills in excess of a physician's order or refills dispensed more than one year after the prescription date - Drugs or medicines provided at no charge when insurance is absent - Drugs or medicine paid for by the U.S. Government or one of its agencies (except Medicaid) - Drugs or medicines needed because of war or act of war - Drugs or medicines needed because of participation in crime - Drugs or medicines covered by medical expense insurance issued under Individual Purchase Rights - Therapeutic devices or appliances including hypodermic needles, syringes, support garments and other non-medicinal substances - Any medicine or drug labeled "Caution – limited by Federal law to investigational use," or any experimental drug
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